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## The Solicitors' Journal.

LONDON, DECEMBER 27, 1873.

IN A RECENT CASE at the Middlesex Sessions a prisoner was charged with malicious wounding; the prosecutor, Dubig, and a witness named Downing, gave evidence for the prosecution, but the jury acquitted the prisoner and expressed an opinion that Dubig and Downing had committed perjury. Thereupon Mr. Barrow, who was presiding for the deputy-assistant judge, committed these witnesses to prison for six days for contempt of Court. It is true that the judge was fortified in his opinion by the expression of opinion of the jury; but the perjury of the witnesses was not the issue which the jury were empanelled to try. Moreover, it is well known that the question of contempt of Court is not an issue which is tried by the jury but by the judge. There is no reason, therefore, why the judge in any cause, civil or criminal, should wait for the opinion of the jury, or why he should not commit the witnesses on his own opinion of their evidence. Indeed, there seems no sufficient reason why he should await the end of the pending trial; if he thinks a witness is not speaking the truth let him at once commit the witness for contempt of Court. This new method will possess the advantage of celerity, ease, and cheapness, and it will combine with this the merit of avoiding the public scandal so often caused in practice when, on the trial of an indictment for perjury, the jury are unable to come to the conclusion which of two witnesses who contradict one another is really the perjurer. The jury will be relieved of their functions, and the judge will (notwithstanding the Great Charter) assume the whole responsibility.

But is there really any such power in a judge as has been assumed by Mr. Barrow? It has been sometimes loosely said that perjury is a contempt of Court, but whether that is not merely part of the law described by Lord Denman as "law taken for granted," is a matter of more than reasonable doubt. Is there any reported case in which it has been held that a judge possesses this power? Is there any trustworthy authority in its favour? If there is we should be glad to be referred to it, for we must confess that we have not been able to discover it. If what has rested hitherto in loose assertion is now for the first time sought to be established by new precedents, we trust the matter will be brought to a test before a bad rule becomes established by a bad usage. And if the exorbitant power now claimed is found to exist, we trust it will not be permitted to exist much longer.

When we see the height to which this practice of committing for contempt of court, formerly so sparingly used, is now being carried, and the vagaries that are practised under its name, we are put to ask very seriously whether so arbitrary a power should not be placed under some statutory restraint. There is good reason why a Court should be armed with the power of summarily removing obstacles which, if left unremoved, will prevent the due administration of justice; but there is no sufficient reason why the power should extend further, or why an offence should be punished at the arbitrary discretion of a judge only because its effect has been to

obstruct the administration of justice. The possession of such a power may gratify the vanity and self-importance of judges, but it is unnecessary, it is dangerous, and it is contrary to the principles of the constitution.

A RECENT CASE at the Rolls (*Maxfield v. Burton*, reported in last week's issue of the *Weekly Reporter*, p. 143) is deserving of the attention of solicitors engaged in preparing a settlement on marriage of the husband's real estate. On such an occasion it is not the custom to investigate the title; but the case shows that some caution at any rate is required on the part of the lady's solicitor. The deeds relating to the property had been deposited by the husband with his bankers by way of equitable mortgage, and he had contracted to execute a legal mortgage to them when required. The wife's solicitor asked where the deeds were, and was satisfied with the reply that they were at the bank for safe custody. Under these circumstances the Master of the Rolls held that the parties claiming under the settlement must be postponed to the bank, although by the conveyance the trustee of the settlement was in possession of the legal estate. His Honour was of opinion that it was the duty of the solicitor to have inquired of the bankers, and that he, and through him his client, had constructive notice of their charge. It is impossible not to agree with the observation made by the learned judge during the argument that relying on the statement of the party most interested is negligence; and, perhaps, if this had always been sufficiently borne in mind the reported cases on equitable mortgages would not have been calculated to lead the present Lord Chancellor into his recent decision in *Dixon v. Muckleston* (21 W. R. 178, L. R. 8 Ch. 155), upon which we ventured to comment some little time back (17 S. J. 531). We do not now question the authority of *Hewitt v. Loosemore* (9 Haro 449), which was in many respects a peculiar case; and *Maxfield v. Burton* is sufficiently distinguished from it by the fact that in the latter case the wife had a solicitor, who must be taken to have known all about equitable mortgages, and consequently the necessity of making inquiries at the bank. The Master of the Rolls, in the case now under consideration, laid some stress on the fact that there was a contract to execute a legal mortgage, saying that "he should not be the first to hold that a man who had entered into such a contract could subsequently at his option squeeze out the person entitled to the benefit of that contract by conveying the legal estate to a subsequent purchaser for value; and that if it were necessary to resort to that, he should decide in favour of the plaintiff on that ground." These remarks are rather broadly put, and require some consideration before they can be altogether acceded to. We can hardly think that they mean that a contract to convey the legal estate is, under all circumstances, equivalent in equity to an actual conveyance of it. And if they are to be taken in more close connection with the case then before the Court, which was that of an equitable mortgagee armed with all the deeds and also a contract for the execution of a legal mortgage, it is, at any rate, not quite clear that the Court might not, under circumstances such as those, for example, attending the legal mortgage in *Hewitt v. Loosemore*, allow a subsequent purchaser or mortgagee to protect himself by means of his legal title against a prior equitable incumbrancer with a contract for a legal mortgage.

THE COURT OF APPEAL, by their decision last week in *Ex parte Jay, In re Powis*, have closed the door to one of the many abuses which are always ready to creep into the administration of the law of bankruptcy. Notwithstanding the omission from the Act of 1869 of an express provision preventing a petitioning creditor from receiving the amount of his debt before an adjudication on his petition, it cannot be doubted that the object of that Act is the equal distribution of the assets of the debtor among all the creditors. It is for the purpose of

securing this result that power is given to the Court (section 13), immediately on the filing of a petition, to restrain creditors from proceeding otherwise than under the bankruptcy for the recovery of their debts, and to have the property of the bankrupt secured in the hands of the receiver, who, on his appointment, becomes an officer of the Court. In the case above referred to an attempt was made to use these provisions, intended for the benefit of all the creditors, as a means of obtaining for the benefit of a particular creditor a large share of the assets of the debtor. The facts of the case were shortly as follows:—A Mr. Jay took out a debtor's summons against a Mr. Powis. The summons was not complied with within the proper time, and thereupon Jay filed a petition for an adjudication of bankruptcy against Powis, alleging as an act of bankruptcy the failure to comply with the requirements of the summons. Immediately after the filing of the petition a receiver of the debtor's property was appointed by the Court. Some negotiations afterwards took place between the debtor and the creditor, which resulted in Powis, with the cognisance of the receiver, paying £1,050 to Jay, after which Jay procured an order for the dismissal of his petition before any adjudication could be made. The result of sanctioning this arrangement would have been that a debtor might, by agreement with a friendly creditor, actually employ the Court to collect his estate, and to keep off other creditors, and then, before the hearing of the petition, hand over to the friendly creditor the whole amount of his debt, exhausting, it might be, all the assets. The learned Registrar of the Court of Bankruptcy declined to consider this as having been the intention of the Legislature, and, upon the application of the trustee under an adjudication on the petition of another creditor, ordered the repayment by Jay of the £1,050 with interest (see 17 S. J. 925), and on appeal his order was unhesitatingly affirmed by the Lord Chancellor and Mellish, L.J., the latter learned judge remarking that "creditors should understand that if they not only petitioned in bankruptcy against their debtor, but obtained the appointment of a receiver, they did so for the benefit of all the creditors."

EMBEDDED in the Railways Clauses Consolidation Act of 1845 is a clause (s. 92) which has as yet been little considered by the Courts, and which has never, we believe, been worked on behalf of the public, but which may prove some day to be of grave importance. We mean the clause whereby "on payment of the tolls from time to time demandable, all companies and persons shall be entitled to use a railway with engines and carriages," the effect of which is that the companies may be compelled to admit, upon their own line, carriers competing with themselves. It is a well-known rule of construction that the Acts termed "local and personal" are to be construed strictly against the parties obtaining them, and liberally in favour of the public (see *Dwarris on Statutes*, p. 648; *Parker v. Great Western Railway Company*, 7 M. & Gr. 253, 288), and there would seem to be no reason why the rule should not be followed in the case of Consolidation Acts, the object of which is only to save expense of repetition and multiplicity of reference. Early in railway history the clause, as contained in special Acts, came before the Courts in two railway rating cases, in one of which the idea of carriers competing upon the same line of railway was ridiculed by Lord Denman as practically absurd. And there is no doubt that the working of such a clause would cause incalculable inconvenience to the company against whom it might be enforced. But there the clause stands, with a literal vigour undiminished; and it may become interesting to inquire how the Court would be likely to regard an application to enforce it. Some little light is thrown upon the question by the case of *Midland Railway Company v. Ambergate Railway Company* (10 Hare, 359), where one company sought for an inspection of the engines brought upon their line by another company, such inspection being allowed by section 115 of the Act,

and Wood, V.C., held that as the statutory right was plainly given, it ought to be enforced by the Courts, all interference, annoyance, vexation and inconvenience to traffic notwithstanding. A reference to the definition of "traffic" in the interpretation clause of the Act under which the Railway Commissioners are at work would seem to show that these gentlemen have jurisdiction to entertain this novel question, and an application to exercise it would make their proceedings very lively indeed.

A SINGULAR INSTANCE of a confusion of ideas which persons not unfrequently fall into in criticizing the defects of our legal system lately appeared in the *Pall Mall Gazette*. A contributor to that journal has come across a report of the case of *Pearson v. Commercial Union Assurance Company*, (22 W. R. 100, L. R. 8 C. P. 548). That was a decision of the Court of Exchequer Chamber delivered on 20th June last, the original decision being reported in 12 W. R. 251, 15 C. B. N. S. 304—that is to say, about ten years ago. Here was a frightful legal abuse to be exposed. Accordingly it was pointed out in the paragraph referred to that though many obstinate and unreasonable persons have been maintaining of late that the delays of our courts are not so great as they have been represented, here is a crucial instance in which the parties, after ten years of litigation, have at length succeeded in obtaining a judgment. The *innuendo* of course is that the delay rested with the court. It is not likely that anyone familiar with the state of business in the Exchequer Chamber will be misled by such a statement, but for the benefit of the *Pall Mall* writer and the general public it may be well to point out that delays in litigation proceed from two wholly distinct causes. They may arise from circumstances connected with the tribunal, as for example accumulation of arrears, or they may be exclusively the result of circumstances connected with the parties. Now, as it happens, the delay in obtaining the decision of the Exchequer Chamber in the case of *Pearson v. Commercial Union Marine Assurance Company* was not due to any default of the Court, but arose from exceptional circumstances connected with the parties themselves. It would be interesting to know how the ardent reformer who selected the case for animadversion would propose to empower the Court to deal with appeals before the parties think fit to bring them on.

WE LEARN that the view taken by the Treasury on the question of the filling up of appointments falling vacant in the legal offices is being adopted to the fullest possible extent. We understand that attempts have been made to put gentlemen appointed to certain important posts on salaries largely reduced in comparison with those enjoyed by their immediate predecessors; but so far as we have been able to learn no such attempts have hitherto been successful; although reductions have been made in the salaries of persons appointed to certain subordinate offices. It is well known that no appointment of lower grade than that of a judge has for some time past been filled up without the imposition upon the newly-appointed official of conditions which include not only a consent to any change which may be made in his work and salary, but latterly also a consent, in case of abolition of office, to give up all claim to pension, and if necessary to take other or more work at any salary which may be assigned to the duties required. In fact there are now several newly appointed officers of the courts filling a high position who are under conditions to give up all their duties, emoluments, and rights of pension at any moment they may be required to do so. In Ireland, the same system is even more strenuously enforced, for it is announced that the Lord Chancellor and the other heads of the courts of law and equity in Dublin have received a communication from the Treasury requesting that no appointment whatever may be made to legal offices pending legislation with respect to them.

## COSTS UNDER THE TRUSTEE RELIEF ACT.

A remarkable instance of the way in which the Courts will limit powers somewhat inconsiderately bestowed by the Legislature, is afforded by one class of the decisions on the Trustee Relief Act. Nothing can be clearer than that the object of that statute was to enable trustees in all cases to rid themselves of their trust by paying the trust fund into court. The language of section 1 is entirely unqualified — "All trustees . . . having in their hands any moneys belonging to any trust whatsoever, or the major part of them, shall be at liberty," &c. The Lord Chancellor, in moving the second reading of the bill in the Lords, said "it was proposed by the bill that all trustees should be at liberty, without a suit, to pay money into the Bank of England to the account of the Accountant-General." And for some time this view of the statute was adopted by the Courts of Equity. Thus, in *Re Croyden's Trust* (14 Jur. 54), Shadwell, V.C., remarked "it seems to me that the trustee is at liberty to be discharged from the whole trust whenever he pleases," and he intimated an opinion that there was no necessity for the trustee to take any trouble to ascertain what claims might be made to the trust fund. The judges were not long in discerning the evils to which the power thus conferred would give rise, but, not at first perceiving how these evils were to be averted, they contented themselves with uttering mournful protests. "I think with Lord Langdale," said Lord Cranworth, V.C. (*Mitchell v. Cobb*, 17 L. T. 25), "that although much mischief may possibly ensue from the Act, yet that a trustee is entitled to come in under the Act, and pay any trust fund into court," and his lordship thought himself obliged to "hold, upon the construction of the Act, that the question whether there was or was not any difficulty in the execution of the trust is not a point open to any *cetui que trust* to take, and that a trustee having funds in his hands is at liberty to pay them into court if he be so minded."

By and bye, however, cases of gross abuse of the Act began to come before the Courts. It was seen, (as Lord Romilly remarked in *In re Foligno's Mortgage*, 32 Beav. 134), that the power of paying trust funds into court might be used as a means of extorting costs. Trustees, too, against whom a bill was about to be filed thought it convenient to pay the trust funds into court. In a case of this kind (*Re Waring*, 16 Jur. 652) Kindersley, V.C., upon a bill being afterwards filed against the trustees, refused to allow them their costs of paying the fund into court. A year or two afterwards the Court took an important step in advance. In *Re Covington's Will* (1 Jur. N. S. 1157), where trustees, while actually admitting the title of the claimants, had paid the trust funds into court, Stuart, V.C., refused the trustees their costs of appearing upon the petition, on the ground that the Act was intended to apply only to cases of difficulty or doubt. In a very similar case of *In re Heming's Trusts* (5 W. R. 33, 3 K. & J. 40), decided the following year, Wood, V.C., refused the trustees their costs upon the petition for payment of the fund out of court, but held he had no jurisdiction to make them pay the costs of the petition. That question was set at rest by the case of *Re Woodburn's Will* (5 W. R. 642, 1 De G. & J. 333), in which it was held by the Lords Justices, and the Lord Chancellor, that the Court had this jurisdiction. The Lord Chancellor seemed to rest his decision on the circumstance that the order for the trustees to pay the costs was an order "in respect of the trust moneys" within the words of the statute; but as was pointed out by Turner, L.J., the explanation why the Act does not in so many words mention costs is that the fund paid into court by the trustee is to be paid in in trust to attend the orders of the Court, and, therefore, becomes subject to the general jurisdiction of the Court, which, of course, includes a power to order the payment of costs by a trustee in cases where such costs are occasioned by his

acting as a trustee ought not to act (see *In re Bendyshe*, 5 W. R. 816, 3 Jur. N. S. 727).

The jurisdiction thus assumed appears to have been but rarely exercised, nor is it very easy to define the class of cases in which this heavy penalty will be inflicted. *Re Woodburn's Will* (*ubi sup.*) was a case of vexatious and oppressive conduct on the part of the trustee, who, after declaring himself ready to pay the fund to the claimants, nevertheless, without waiting for the production of evidence of title which they were procuring, and without even stating what evidence he would require, paid the trust money into court. In *Re Wright's Trusts* (3 K. & J. 419), and in *Re Swan* (12 W. R. 738, 2 Hem. & M. 34, 36), Wood, V.C., seemed to think that the instances in which trustees ought to be made to pay the costs of the petition were confined to "vexatious proceedings;" and in the judgment in *Re Headington's Trusts* (27 L. J. Ch. 175), Kindersley, V.C., appears to take a similar view (see also the judgment in *Re Bendyshe*, 3 W. R. 816, 3 Jur. N. S. 727). But in *Re Elgar* (11 L. T. N. S. 415, 13 W. R. Ch. Dig. 90), it was held by Wood, V.C., that it was not necessary to show "a corrupt motive or malicious obstinacy" to make the trustee liable for the costs of the petition, but that he might be charged with them where he paid into court funds in a case where the question of construction was "plain and settled beyond dispute." And in the cases of *Re Cater's Trusts* (25 Beav. 361), *Re Knight's Trusts* (27 Beav. 45), and *In re Foligno's Mortgage* (32 Beav. 131), Lord Romilly appears to have adopted a similar rule. In the first of these cases the trustee acted in a mode which the learned judge, while admitting the *bona fides* of his intention, characterised as "a species of wrongheadedness." The course of events, by uniting the adverse rights in the same person, had put an end to the question upon which the trustee had previously entertained doubts, yet he thought fit, by way of making himself perfectly safe, to pay the fund into court. In the second case (*In re Knight's Trusts*), it was proved, in a suit to which the trustee was a party, who were the persons entitled to the fund. Two of these persons were officers in the Austrian military service, and the trustee, acting on the advice of counsel, without inquiring whether they were alive or dead, or whether they had appointed any person to receive their shares of the fund, paid the fund into court. In *Re Foligno's Mortgage*, mortgagees who had sold refused to pay over the surplus to a person to whom the mortgagor had assigned his share by way of indemnity with power to sell and to give receipts for the share and the produce of the sale. In each of these cases the trustee paying the fund into Court was admitted by the learned judge to have acted *bona fide*, yet was condemned to pay the costs of the petition. In the recent case of *In re Fortune's Trusts* (1 R. 4 Eq. 351, 18 W. R. Ch. Dig. 100) executors refused to pay a simple pecuniary legacy to the legatee unless he would execute a release and pay the costs of it. The legatee offered to execute the release but refused to pay the costs, and the executors paid the money into court. The Vice-Chancellor of Ireland ordered them to pay the costs of the petition. These cases would seem to show that even trustees who pay trust funds into court under the influence of *bona fide* doubt, and without any improper motive, may be saddled with all the costs of the petition.

On the other hand, however, it is to be observed that the very judge who enforced this rule in the three cases mentioned above, in another case of *Re Wyllie's Trusts* (8 W. R. 645, 28 Beav. 458), laid down the principle that "where trustees have *bona fide* doubts, they are justified in paying the trust fund into court," and expressly stated (see 8 W. R. 645) that a trustee paying in a trust fund under the Act is only made to pay costs where his conduct is vexatious. And in the case of *In re Leake's Trusts* (11 W. R. 352, 32 Beav. 135) his Honour based his refusal to make the trustees pay all the costs of the petition upon the circumstance that they had not acted



vexatiously, but had merely retired from the trust without sufficient reason (see 11 W. R. at p. 353). On the whole it may perhaps be concluded that the severer penalty will be reserved for trustees who pay trust funds into court from improper motives, and that trustees who are led to do so by *bonâ fide*, though mistaken, doubts will escape with being refused the costs of their appearance on the petition.

(To be continued.)

#### NOTICE OF ABANDONMENT.

The great case of *Rankin v. Potter* (22 W. R. 1, L. R. 6 H. L. 83) has now been finally decided, and the main point in it is stated by Blackburn, J., as being that "where there is nothing to abandon no notice (of abandonment) is requisite." This, however, is not stated as the most general proposition as to the non-necessity of notice of abandonment, which would rather be, as stated in *Roux v. Salvador* (3 Bing. N. C. 266), that where notice of abandonment can be of no advantage to the underwriter notice need not be given; and that upon the ground on which, as explained by Blackburn, J., notice of abandonment is required—namely, that as by the principle of contracts of indemnity the party indemnifying is entitled to the salvage, he is entitled to prompt notice in order that he may take steps for making the most of it.

The recent decision was an application of that general principle to the case of an insurance of chartered freight where, owing to the damage received by the ship from perils insured against, the ship has become incapable of earning the insured freight. The damage was received by the ship on her voyage to the port (Calcutta) from which the freight-earning voyage was to commence, that voyage to Calcutta being of course included in the risk insured against. It was admitted that the injuries received were so great as to amount to a constructive total loss. Was the owner, then, finding his ship at Calcutta in a condition in which it was not worth repairing, entitled to earn the chartered freight? It was conceded that in such a case the owner was not bound to repair and earn the freight; and it was further the opinion of Blackburn, J. (in opposition to the decision in *Hurst v. Osborne*, 4 W. R. 458, 18 C. B. 144), that he would not have been entitled to do so unless the repairs could be done so promptly that the ship might take in the cargo at Calcutta within a reasonable time as between the shipowner and the charterers. This view is supported by the recent case of *Jackson v. Union Marine Insurance Company* (L. R. 8 C. P. 572), and, indeed, the positions seem to be correlative, for if the owner was not bound to fulfil the charter how could he be entitled to compel the charterer to fulfil it? But, at any rate, it being conceded that the owner was not bound to earn the freight, but might, without breach of his obligation to the charterer, abandon the adventure, it might seem a puzzle to know what there was to abandon to the underwriter on freight. Now, although it was suggested by the dissentient judge in the Exchequer Chamber that the underwriters on freight might possibly, by some arrangement with the underwriters on ship, have repaired and earned the freight, it is to be observed that this unpractical suggestion seems (and no wonder) not to have been adopted by the counsel for the appellants. This, then, seems to reduce the underwriters to a reliance upon the technical necessity of a notice of abandonment, treating it, as Blackburn, J., said, as being "as imperatively necessary as a notice of dishonour is by the law merchant on bills of exchange," and that "whether any use can be made of it or not, and whether the failure to give it works any prejudice or not." As to this Blackburn, J., says, "Such is the law in some foreign countries, but I will submit to your Lordships my reasons for thinking that it is not and never was the law in England." And this result is now (certainly in accordance with common sense and the

principle on which notice is required at all) adopted by the Court of Final Appeal.

To complete the view of the case the ingenious (too ingenious) argument of the appellants ought to be noticed, which turned on the fact that in the present case the ship had in fact been tendered to the charterer at Calcutta before the extent of the damage sustained was known, and that the owners had delayed for some time to claim for a total loss on the ship. Now as to this it was, as before stated, conceded that the owners might at one time have claimed for a total loss, but in an action on the policy on ship it had been held by the Common Pleas that the owners had by their conduct precluded themselves from so claiming, and had in fact determined against themselves their election so to treat it. This then was the act of election relied on for the underwriters on freight. But was it any election with respect to freight? No; but an election made on a different contract between different parties. That is in substance the answer given to this argument. "It leaves the case just as if the ship had never been insured at all."

The case above referred to has now been the subject of most elaborate judgments in the Court of Common Pleas, in the Court of Exchequer Chamber reversing the decision of the Common Pleas, and in the House of Lords upholding that reversal; and it is instructive to notice the breadth and simplicity of the judgments delivered in favour of the ultimately successful parties, with the elaborate tortuosity and refinement of those given upon the other side.

#### RECENT DECISIONS.

##### EQUITY.

##### SATISFACTION OF PORTIONS BY LEGACIES.

*Cooper v. Cooper*, L. C. & L. J.J., 21 W. R. 921, L. R. 8 Ch. 813.

The conveyancer must take note not only of what is actually decided, but also of what is likely to be decided, for it is his business to foresee possibilities as well as to guard against actual dangers. For this reason the above case should be noted. A testator settled an estate upon his daughter for life, with remainder to her eldest son in tail male, subject to a term for raising portions for younger children. The testator then provided that in case his daughter or her husband should "at any time or times during their lives or the life of the survivor of them advance or pay any sum or sums of money for the benefit of any other child or children" such advances should be taken in full or part satisfaction of the portions. The son made no advances by gift or other act *inter vivos*, but he gave legacies of considerable amount to some of his younger children, and it was argued that these ought to be reckoned towards satisfaction of the portions. In support of this contention several cases, beginning with *Rickman v. Morgan* (1 Bro. C. C. 63, 2 Ib. 394), were cited, and it was alleged that in such provisions it was the established practice of conveyancers to rely upon the rule thus expressed by Lord Eldon in *Leake v. Leake* (10 Ves. 489): "It is truly said that a provision by will is to be considered as an advancement in the lifetime of the party. That has been repeatedly decided, and is not to be disturbed." In the recent case, however, the Court distinguished the language used from that employed in the cases cited, and refused to apply Lord Eldon's rule. The Lord Chancellor's judgment contains an examination of the cases in which the rule was acted upon or enunciated, and shows that it was probably based upon a misconception, and was, at all events, hastily acquiesced in. The conveyancer, therefore, may probably consider these cases as overruled, although the Lord Chancellor very cautiously intimates that it would be improper to determine whether "upon an exactly similar form of words" the Court would consider itself bound to follow them.

## SHIFTING PEERAGE.

*Cope v. Earl De la Warr*, L.J., 22 W. R. 8, L. R. 8 Ch. 982.

In this case and in the case of *Viscount Holmesdale v. West* (15 W. R. 705, L. R. 3 Eq. 474, on appeal in D. P. sub nom. *Sackville-West v. Viscount Holmesdale*, L. R. 4 H. L. 579, 18 W. R. H. L. Dig. 20) the limitations of the Barony of Buckhurst, created by letters patent in April, 1864, gave rise to some interesting discussions on the question whether the Crown can create a shifting hereditary peerage. By the letters patent the barony was limited to the Countess De la Warr (whose eldest son was then heir apparent to the earldom of De la Warr) for life, with remainder to her second son Reginald and the heirs male of his body, with remainders to her third and other sons and the heirs male of their respective bodies successively. The letters patent contained a proviso that if Reginald, or any other person taking under them, should succeed to the earldom of De la Warr, and there should upon or at any time after the occurrence of such event be any other younger son or any heir male of the body of any such other son, then and so often as the same should happen, the succession to the honours and dignities thereby created should devolve upon the son of the countess or the heir who would be next entitled to succeed to the dignity of Baron Buckhurst, if the person so succeeding to the earldom was dead without issue male.

In *Viscount Holmesdale v. West* the question before the Court was as to the form of settlement which ought to be made of real estate devised by the countess's sister to trustees, upon trust to convey, settle, and assure the same "in a course of entail to correspond as nearly as may be with the limitations of the Barony of Buckhurst and the provisos affecting the same contained in the letters patent." The object of the testatrix was clearly to endow the barony; and, although Wood, V.C., and the Lords who gave judgment in the case appear to have been of opinion that the shifting clause in the patent was at any rate of doubtful validity, while a proviso in the same words would clearly be good as to the real estate, it was held, both in the court below and in the House of Lords, that the settlement of the real estate ought to contain a proviso in the words of the proviso in the patent. This variation might, as Lord Hatherley pointed out, have been got over by declaring that the shifting clause should become void in the deed of settlement if held to be so in the patent. To do this, however, would in his opinion have been a strong step; and Lord Cairns remarked that the testatrix had not indicated any intention to attach her property to the peerage except as a distinct dignity, and that the House could not know what disposition she would have made had she been requested to anticipate the barony uniting with the earldom.

The countess died in 1870, and in 1873 Reginald, Baron Buckhurst, succeeded to the earldom. In *Cope v. Earl De la Warr* the question was as to the construction of the proviso in the settlement, and it was again only incidentally that the validity of the proviso in the patent was discussed. The present Earl De la Warr took an estate for life under the settlement, and it was now contended on his behalf that the real estate did not shift until his death. For, it was in effect said, the proviso in the patent and that in the settlement must both be construed in the same way; and, as it was clear that a peerage could not be taken away from a man in his life, and not quite so clear that the devolution could not be altered on his death, the Court should read the words "the succession to the honours" as meaning "the right to succeed on the death of the actual holder." This construction was not adopted by the Lords Justices, and they agreed in thinking that if the one shift of the peerage was bad the other was bad, and if the one was good the other was good also.

As we have said, the judgments of the Lords in *Sackville-West v. Viscount Holmesdale* leave little doubt

as to their opinion on the question of the validity of the proviso in the patent. Lord Hatherley, C., spoke of it as "a clause of very doubtful validity," and Lord Westbury could not help "expressing his astonishment at finding such a proviso in letters patent of nobility." In *Cope v. Lord De la Warr*, however, Bacon, V.C., expressed himself as "knowing no limit to the royal prerogative," and as "knowing of no rule of law and as not having been referred to any instance in which the power and prerogative of conferring dignities had been subject to any limitation whatever." On appeal however, Mellish, L.J., did not agree with this view; and plainly intimated that in his opinion the power of the Crown in this respect must be of a limited character.

The question of the validity of the proviso will, no doubt, soon come before the House of Lords, and be thoroughly discussed. It is one of very considerable interest and importance. In early times, before the Statute of Uses, when the barons were merely tenants of lands *in capite*, holding from the Crown *per baroniam*, "shifting uses" were unknown, and no defeasance of the honour could be contemplated, because no defeasance of the estate of inheritance in the land could be contemplated. Now that peerages have become personal, there seems no reason why the existing possible limitations of land should be the rule and measure of the possible limitations of a peerage; while there are, of course, very strong reasons for keeping the peerage independent of the Crown, and consequently, as a general rule, preventing the Crown from creating peerages liable to defeasance on contingencies to be defined by the Crown. To hold with the learned Vice-Chancellor that there is absolutely no limit to the power of the Crown in creating the devolution and conditions of the right to sit in the House of Lords and to take part in the legislation of the country, appears to us to be a very serious matter. It would be easy to imagine conditions annexed to the dignity which would practically render its possessor the slave of the Crown. And we may be quite sure that no such doctrine will receive the approval of the House of Lords.

The extent of the prerogative of the Crown in matters of this kind is to be gathered from its past unquestioned course of action. That the Crown can create a peerage by patent cannot now be questioned, though, when it first attempted to do so, it seems to have been thought necessary to state the assent of Parliament in the patent. This, however, merely affects the mode of creation, and not the nature of the thing created; and from the fact that the Crown can create an hereditary peerage by patent there is no presumption that it can mould the devolution of it in a manner unknown to the law before that mode of creation was recognised. There appears to be some force in Lord Justice Mellish's observation that if there is any argument in favour of the proviso in the case under consideration, it is by reason of the peculiar character of the condition on which the title is to go over, namely, on the holder of it getting a higher dignity, so that the shifting does not take away from him his right to sit in the House of Lords. But whether the House of Lords, the first time it is called upon to consider the possibility of a shifting peerage, will be anxious to create an exception from its almost inevitable denial of such a possibility, may be at any rate a matter of some little doubt.

## COMMON LAW.

ATTORNEY SUING WITHOUT AUTHORITY.

*Reynolds v. Howell*, Q.B., 22 W. R. 18.

This case (though the point is not of frequent occurrence) derives some importance from the previous uncertainty of the practice. The old rule laid down in *Anon.* (1 Salk. 86, 88, 6 Mod. 16), was that a party for whom an attorney entered an appearance was, as a rule, bound by it, and could only have his remedy against the attorney; but if the attorney was "not responsible or suspicious," the Court would set aside the judgment as

*irregular*. There is nothing to show that in the case cited the defendant had not been served, in which case there seems nothing to quarrel with in the decision, for it was the defendant's own fault. But the case seems to have been taken to lay down the general rule that any person named, though without authority, as a party on the record, whether plaintiff or defendant, is bound by it and must seek his remedy (at least after judgment) against the attorney who has acted without authority. And the existence of the rule to this extent is recognised in *Stanhope v. Firmin* (3 Bing. N. C. 301), and implied in *Doe v. Eyton* (3 B. & Ad. 785). The existence of such a rule was no doubt inconsistent with the principle of *Robson v. Eaton* (1 T. R. 62) where it was held no defence to an action that the sum sued for had been already recovered in an action brought in the plaintiff's name, by an attorney acting under a forged power of attorney. Nevertheless the rule seems to have been treated as law after the date of that case, and to have prevailed till *Hambridge v. De la Crouée* (3 C. B. 742) and *Bayley v. Buckland* (1 Ex. 1), in both which cases a defendant who had not been served, and who had known nothing of the action, was allowed to set aside as *irregular* a judgment in an action defended in his name by an unauthorised attorney. Here it is to be observed the judgment was treated as *irregular* only, although in *Bayley v. Buckland* the Court drew a distinction between the cases where the defendant had and where he had not been served.

It was, however, allowed to a plaintiff before judgment to apply to have his name struck out of the writ, or even to set aside a verdict, if the action had been commenced and carried on without his authority (*Doe v. Phillis*, 2 Chit. R. 170; *Doe v. Roe*, *Id.* 171); but it seems more doubtful whether, merely on the ground that the defence had been without authority, a defendant who had been served could have had a similar relief, at least unless he had come with the utmost promptitude. On the ground, however, that the plaintiff's attorney had acted without authority, the defendant was (on the authority of *Robson v. Eaton*) allowed to get proceedings stayed and his costs paid by the attorney (*Hubbart v. Phillips*, 13 M. & W. 702), and that even after judgment (*Hoskins v. Phillips*, 16 L. J. Q. B. 339).

Now in the case where it was the plaintiff's attorney whose authority was impeached, no questions could arise except between the defendant and the attorney; for the plaintiff not having authorised the attorney either to begin or to continue, was not liable to him for costs; nor, having repudiated the proceedings, could he have any claim for costs against the defendant which would be affected by the proceedings being set aside. But where the plaintiff applied to set aside the proceedings this might affect the right of the defendant, who would have to pay his useless costs of defence without being able to avail himself at all of these proceedings in any future action. It seems to have been on the view of this supposed hardship, and on the same sort of one-horse notion of convenience as prevailed in *Anon.* (1 Salk. 86, 88), that the Court required the plaintiff, on making such an application, to pay the costs of the defendant which had been thus thrown away (*Mudry v. Newman*, 1 Cr. M. & R. 402; *Barber v. Wilkins*, 5 Döw. 305). That rule, however, is now departed from by the Court of Queen's Bench, who, again on the authority of *Robson v. Eaton*, refuse to annex this term, and leave the defendant to his remedy against the attorney, who has caused him this loss by suing without authority. It is to be observed that Blackburn, J., describes the proceedings, if allowed to go on, as resulting in a *nullity*, which, if *Robson v. Eaton* is good law, must be so. It is not then easy to see why, if a defendant is not served and knows nothing of the proceedings, but the action is defended in his name, they are not equally a *nullity*. That a plaintiff hearing of the action and not repudiating it would be taken to assent to it is also noticed by Blackburn, J., and the like would no doubt

be true of the defendant if he did not repudiate the unauthorised defence, but there seems no reason why more should be true of him. But it does not seem necessary for any purpose of justice that the proceedings should be treated as a *nullity*, which would entail serious consequences by taking away from the Court the power which it has of imposing equitable terms. Perhaps the word was not used designedly.

## APPOINTMENTS.

### COMMON PLEAS, LANCASTER.

The following are the changes which will be made in consequence of the resignation of Mr. E. R. Harris, Prothonotary and associate of the judges for the County Palatine of Lancaster, as to which several incorrect announcements have appeared:—

Mr. T. E. PAGET, of Liverpool, will be appointed Prothonotary and associate of the judges for the County Palatine of Lancaster, in succession to Mr. E. R. Harris, of Preston, resigned. Mr. Harris was Deputy Prothonotary for twenty-five years prior to the Common Pleas at Lancaster Amendment Act, 1869, and was then appointed Prothonotary and has continued in office until the present time. On that Act coming into operation, Mr. Paget, who was admitted an attorney in 1859, was appointed District Prothonotary at Liverpool, and the late Dr. Lowry, Q.C., District Prothonotary at Manchester. On Dr. Lowry's decease Mr. EDWARD WORTHINGTON, who was admitted an attorney in 1835, was appointed, in August, 1872, District Prothonotary at Manchester, which office he will still retain, and Mr. T. M. SHUTTLEWORTH, of Preston, admitted an attorney in 1856, son of Mr. T. S. Shuttleworth, Clerk of the Crown, will be appointed District Prothonotary at Preston. The three Prothonotaries will perform the duties of associate at the Lancashire Assizes—Mr. Paget at Liverpool; Mr. Worthington and Mr. Shuttleworth acting as deputy associates at Manchester and Lancaster respectively. It is understood that these arrangements will be subject to any modification which may be made under the regulations to be framed under the Supreme Court of Judicature Act.

Mr. GEORGE KNOX, of No. 3, Bloomsbury-square, W.C., has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women for London, Westminster, and Middlesex.

## GENERAL CORRESPONDENCE.

### THE INNS OF CHANCERY.

[To the Editor of the Solicitors' Journal.]

Sir,—I have just read Mr. Griffith's paper in your journal of the 20th instant, p. 144. I agree with him that it is a pity these Inns are not more used and useful. So far as I know, their only purpose at present is to give or hold dinners five or six or more times a year, at such long intervals (after each term, for example) that few, if any, social advantages are obtained from them. And their principle appears to be one of exclusion rather than of admission. The members are few, and make no efforts to recruit their numbers. I believe that, by the constitution of several Inns of Chancery, only a limited number can belong to them, and there certainly is only a very limited accommodation. They are expensive, for they cost as much as a good club, and afford none of its advantages.

Mr. Griffith names Lyon's Inn as still existing. I thought it was done away with when the company was formed which cleared the ground upon part of which the Globe Theatre now stands.

What is the meaning of an Inn of Chancery belonging to an Inn of Court? The Inns of Court have no voice in the arrangement of the Inns of Chancery—at least, not of all. I think it would be of the greatest advantage to attorneys



if Inns of Chancery could be made more like the Inns of Court, but they would have to be increased in number or size, for at present they could not accommodate more than 700 to 1,000 members, which would be of little or no use among 10,000 attorneys.

Where can I find any information as to the Inns of Chancery? Are they all mixed, that is, composed of barristers and attorneys? LYON'S INN.

## SOCIETIES AND INSTITUTIONS.

### LEGAL EDUCATION ASSOCIATION.

At a meeting, held on the 19th inst., of the executive committee of the council of the association (Mr. Amphlett, Q.C., M.P., in the chair), the report of the interview which took place on the 12th inst. between the Lord Chancellor and a deputation from the association was read and ordered to be printed and circulated with the report of the proceedings at the annual meeting of the association held in Lincoln's Inn Hall in January last.

The finance committee were requested to take such steps as they might think expedient for obtaining donations in aid of the funds of the association for the purpose of meeting the heavy expenses which must necessarily be incurred during the ensuing year, in holding public meetings, and for printing and other similar purposes.\*

It was further requested that the attention of members of the association might be called by the finance committee to the moderate expense at which the work of the association had been carried on up to the present time, owing to its having had the advantage of the use of offices rent free and of being able to dispense with any paid assistance.

On the motion of Mr. Osborne Morgan, Q.C., M.P., seconded by Mr. Gedge, Mr. Ralph Charlton Palmer, of 8, New-square, Lincoln's Inn, who has kindly consented to assist the present honorary secretaries, was unanimously elected an honorary secretary of the association.

\* Donations in aid of the funds of the association should be sent to the Treasurer, J. M. Clabon, Esq., 21, Great George-street, Westminster, S.W.

### BLACKSTONE AND HIS CRITICS.

It has become quite the fashion to depreciate the study of Blackstone's Commentaries, on the ground, to use the expressive words of one writer, that they are "the charnel-house of dead law." That they contain much that is obsolete is true, but notwithstanding the changes that have been wrought in the century since they were written, their intrinsic excellence and practical value have not been materially lessened. The student of law should always bear in mind that the obsolete may be quite as important to him as the active. Every lawyer should seek not only to know the law, but also the reason of the law, and the reason is frequently to be found only in that which has gone into disuse.

But aside from the charge of obsolescence, there have not, since the days of Junius, been wanting men who have denounced the Commentaries as void of all merit as an institute of legal education—as superficial in treatment, meretricious in style, unscientific in arrangement, and inaccurate in details. Chief among these is Mr. Austin, the leader of the new school who insist upon a "scientific arrangement of the law." A contemporary has recently rehearsed with approbation Mr. Austin's criticisms, and while we do not purpose at this time to discuss their merits or their importance, we shall repeat some of the many opinions that competent judges have expressed of the great commentator.

Mr. Austin's general indictment reads as follows:—"The method observed by Blackstone in his far too celebrated Commentaries, is a slavish and blundering copy of the very imperfect method which Hale delineates roughly in his short and unfinished Analysis. From the outset to the end of his Commentaries he blindly adopts the mistakes of his rude and compendious model, missing invariably, with a nice and surprising infelicity, the pregnant but obscure suggestions which it proffered to his attention, and which would have guided a discerning and inventive writer to an arrangement comparatively just. Neither in the general conception nor in the detail of his book is there a single particle of original

and discriminating thought. He had read somewhat (though far less than is commonly believed), but he had swallowed his reading without choice and without rumination. He owed the popularity of his book to a paltry, but effectual artifice, and to a poor, superficial merit. He truckled to the sinister interests and to the mischievous prejudices of power; and he flattered the overweening conceit of their national or peculiar institutions which then was devoutly entertained by the body of the English people, though now it is happily vanishing before the advancement of reason. And to this paltry but effectual artifice he added the allurement of a style which is fitted to tickle the ear, though it never or rarely satisfies a severe and masculine taste. For that rhetorical and prattling manner of his is not the manner which suited the matter in hand. It is not the manner of those classical Roman jurists, who are always models of expression, though their meaning be never so faulty. It differs from their unaffected yet apt and nervous style, as the tawdry and flimsy dress of a milliner's doll from the graceful and imposing nakedness of a Grecian statue."—Austin's Lectures (3rd ed.), vol. 1, p. 71.

The severity of the language and the evident animus of the denunciation are enough to destroy the force of whatever truth they cover. Austin sought to be a reformer—a legal revolutionist—and thought it necessary to pull down the old system that he might rebuild on its ruins.

But in opposition to the above impeachment of the Commentaries are the opinions of many men whose opinions the legal world has long been accustomed to respect. Lord Avonmore, speaking of their author, said: "He it was that first gave to the law the air of a science. He found it a skeleton, and clothed it with life, colour and complexion; he embraced the cold statue, and by his touch it grew into youth, health and beauty." Lord Mansfield said: "Till of late I could never, with any satisfaction to myself, point out a book for the perusal of a student; but since the publication of Mr. Blackstone's Commentaries I can never be at a loss. There your son will find analytical reasoning diffused in a pleasing and perspicuous style. There he may imbibe, imperceptibly, the first principles on which our excellent laws are founded; and there he may become acquainted with an uncouth, crabbed author—Coke upon Littleton—who has disappointed and disheartened many a tyro, but who cannot fail to please in a modern dress." And Bentham, whose disciple Austin claimed to be, said of Blackstone: "He it is who, first of all institutional writers, has taught jurisprudence to speak the language of the scholar and the gentleman, put a polish upon that rugged science, and cleansed her from the dust and cobwebs of the office." "His Commentaries," said Sir William Jones, "are the most correct and beautiful outline that ever was exhibited of any human science." In *Queen v. Mills*, 10 Clark & F. 767, Lord Campbell spoke of Blackstone's Commentaries as the place "where, if anywhere, we may look to find the principles of our jurisprudence. If he has fallen into some minute mistakes in matters of detail, I believe, upon a great question like this, as to the constitution of marriage, there is no authority to be more relied upon." Many similar authorities might be cited, but we shall content ourselves with the words of Chancellor Kent, who said of Blackstone: "He is justly placed at the head of all modern writers who treat of the general elementary principles of the law. By the excellence of his arrangement, the variety of his learning, the justness of his taste, and the purity and elegance of his style, he communicated to these subjects, which were harsh and forbidding in the pages of Coke, the attraction of a liberal science and the embellishments of polite literature."

That Blackstone fell into some errors, and that he was an enthusiastic panegyrist of the English constitution and the common law, is very well known, but that Mr. Austin is correct in his estimate of the Commentaries, very few will be likely to believe.—*Albany Law Journal*.

Tuesday, the 13th of January, has been appointed for the trial of the municipal petitions from Nottingham and Hereford, and Tuesday, the 20th proximo, for the hearing of the petitions from Liverpool and Manchester. On the first day of trial, Mr. Dowdeswell, Q.C., Mr. T. W. Saunders, and Mr. R. Biron, the barristers appointed to try the petitions, will sit at eleven o'clock; on the subsequent days at ten o'clock.

## LEGAL ITEMS.

A petition of appeal has been lodged in the case of *Burch v. Reid*, recently heard in the Arches Court.

Mr. J. E. Davis, the stipendiary magistrate at Sheffield, resigned a few days ago. It transpired on Saturday that he has accepted the post of legal adviser to the London police authorities, an office recently created.

The members of the legal profession at Cheltenham, says a Bath journal, have determined to present a memorial to the Queen in Council for the establishment there of a District Registry, under section 60 of the Judicature Act.

The difficulty about the court at Guildhall has been solved by the Lord Mayor's agreeing that, in future, throughout the present Mayoralty, during the sittings at Guildhall, the Common Council should be convened to meet at the Mansion-house, in order that the Common Council-room at Guildhall may be devoted exclusively to purposes of justice.

It is announced that the Board of Trade has placed in the hands of the Treasury solicitor, with a view to taking proceedings against the Lancashire and Yorkshire Railway Company, certain cases in which it appeared, from information received from coroners, that the company had failed to report some fatal accidents which had occurred to some of the servants on that line.

The appointments in the offices connected with the Court of Common Pleas at Lancaster, consequent upon the resignation of Mr. Harris, says the *Liverpool Post*, have had the effect of making Liverpool the principal centre, instead of, as hitherto, one of the districts of the county subordinate to Preston. The registers of judgments and executions to bind land will be transferred from Preston to Liverpool.

Mr. Justice Honyman, in passing sentence of death upon a man who had been found guilty at the Durham Assizes of the murder of a woman with whom he cohabited, is reported by the papers to have warned the prisoner "that it would be a waste of time to tell him to prepare for a better place, as mercy both in this world and in the world to come was lost to him."

The *Friend of India* says:—A Madras civilian applied lately for three months' furlough to Europe, and, strange to say, eight times that period was placed at his disposal. "For," said the Chief Secretary, "although your general health is robust, his Excellency the Governor is of opinion that a change to your native climate for a more lengthened period is necessary to cure you of the nervous irritability under which he hears that you suffer, and which, he has occasion to fear, leads you often to cause the defenceless native of the country to feel."

The Lord Justice Clerk of Scotland has been raised to the peerage under the title of Lord Moncrieff of Tullisbole, and the Lord Chief Justice of the Common Pleas under the title of Baron Coleridge of Ottery St. Mary's. *Après* of these appointments, the London correspondent of the *Manchester Guardian* says that "so far as it is correct to say the Premier 'makes' peers, Mr. Gladstone has made nearly forty since his accession to office, five years ago. About 140 new and still existing peerages have been created during her Majesty's reign; 26 while Lord Melbourne was Premier, four under Sir R. Peel, 20 during the two administrations of Lord Russell, 18 during the three terms of the late Earl of Derby, 23 under Lord Palmerston's two administrations, 10 while Mr. Disraeli was Premier, and the rest under the present Government. There are now 239 barons entitled to sit in the House of Lords."

A curious and ancient ceremony, says *Land and Water*, arising out of the tenure under which certain lands are held, is still performed annually at the Queen's Remembrancer's office in Chancery-lane. This consists in the receiving of six old-fashioned horse shoes, of a very large size, with sixty-one hobnails (ten for each shoe, and one over), contained in an old leather bag, which are required to be produced once a-year at Martinmas, to be counted over, on behalf of the Corporation of the City of London, by one of its officers, a fee of 13s. 6d. being charged for the performance of the duty. A second act then follows: some bundles of sticks are cut by the same functionary, with a billhook and chopper, these articles being provided from

the Court of Exchequer at Guildhall. Last year, upon the usual notice, the old horse shoes and hobnails were sent to Chancery Lane, and there duly counted by the City Solicitor in the presence of one of the Under-Sheriffs. Two bundles of sticks were also cut by the same gentleman with the billhook and chopper, and he complained that the chopper would not cut, and was a very bad one.

## LAW STUDENTS' JOURNAL.

GENTLEMEN WHO PASSED THE FINAL EXAMINATION, MICHAELMAS TERM, 1873.

Allen, Samuel.	Hodgkinson, Alfred
Andrews, Henry.	Honey, Frederick Henry,
Ashdowne, Thomas.	B.A.
Balch, Charles Edward.	Jackson, Ernest Gratian.
Barber, Frank Edward.	Jacobs, Julius Octavius.
Barrett, Joseph.	Jeans, John Locke.
Barrow, Alfred.	Jennings, Frederick William.
Bassett, John.	Kennedy, Arthur.
Batten, Thomas.	King, Edward.
Bennett, Charles Hudson.	Langworthy, Frederick.
Black, Edward Wallace.	Lawrence, George.
Booth, John Edward.	Lee, Edward.
Bowers, William Henry	Lewis, John Pryse.
Boyer.	Lickfold, James Ebenezer.
Bray, Henry Malthus.	Ling, Frederick Gaskell.
Brown, Maurice.	Locke, Charles Wollaston.
Bull, William James Hastings.	Lucas, George.
Bullied, John Howard.	Major, Seymour Edward.
Bullford, Charles Edward.	Marcy, James.
Calcutt, George Lancelot	Mawdsley, William Henry.
Berkeley.	Middlebrook, William.
Charles, Philip Affleck.	Middleton, William John
Churton, John Weaver.	Sym
Clarke, William Shuker.	Millett, Reginald.
Collins, Charles.	Mogridge, Edward.
Collyer, D'Arcy Bedding-	Mould, John Clarke.
field.	Murcott, Edwin.
Colman, Gerald Charles.	Nazer, Percy William.
Court, James Phillips.	Newington, Arthur Curteis
Crattenden, William.	Hayes.
Cumming, Alexander.	Nutt, James Lead.
Cummins, George Barrow.	Overell, Albert Edward.
Cunliffe, Walter.	Paletthorp, Henry John.
Davies, Jesse Thomas.	Paynter, John Wynne.
Davis, Charles Henry.	Pearce, Alexander, B.A.
De Soyses, Philip.	Pearce, Arthur.
De Zoete, Gerard Frederick.	Pearce, James Collins.
Dodd, Charles Walters.	Pearse, George.
Dow, Edward Augustus.	Phillips, Edward Lord.
Druitt, Robert, jun.	Phillips, Sidney Heath.
Durnford, Francis Mount.	Pomeroy, Edward Boyce.
Eady, Charles Swinfen.	Porter, Thomas Simpson.
Eve, Adam Edward.	Pritchard, William Benning.
Fabling, John.	Pruddah, William.
Faithwaite, Thomas Winter,	Quelch, Francis.
jun.	Rawlins, Thomas Davis
Fardell, Gerald Tunnard.	Burney.
Farrington, George Walker.	Ready, Frederick.
Fernell, Henry George Tudor.	Reeves, Edmund Whitelock.
Field, Ernest.	Rexworthy, James.
Flaker, Charles Edward.	Rice, William Henry.
Freeman, John Tilleard,	Richards, Charles Watkin.
M.A.	Ruchon, Thomas Robert.
Furber, Richard.	Sager, William.
Gardner, Thomas Dent.	Sanders, Oliff George.
Gardom, Edward Theodore.	Shakespear, Henry Hope.
Garnett, Charles.	Sheppard, Hobart McLean
Geare, Henry Cecil.	Peter.
Gill, Robert Thomas.	Shipton, Thomas, jun.
Greathed, William.	Smith, Alfred Oxnard.
Hamshaw, John Lovell.	Smith, Francis Peters.
Hankinson, George Henry.	Smith, Henry Joseph.
Harmann, Orlando George.	Smith, Henry Stanley.
Harris, William Holden.	Spencer, Arthur Percy.
Harrison, Joseph.	Spencer, George Emmett.
Harvey, Richard.	Spender, Frank Richard.
Hastings, Alfred Gardiner.	Stanway, Edward Fancutt.
Heath, Alfred Samuel.	Stevens, William Richard.
Helps, Clement Stackhouse.	Stocken, Walter.
Hime, George.	Street, James Lacy.



Strick, Thomas Noon  
Talfourd.  
Sturge, Francis.  
Sykes, Alfred.  
Talbot, John Edward.  
Tarleton, Audley Parnter.  
Theobald, John Theophilus.  
Tippett, William James  
Berriman.  
Tudor, John.  
Tyler, John Stephen.  
Walker, John Hamilton.  
Walker-Jones, Francis Alexander.  
Wallingford, Alfred Bishop.

Walters, Frank.  
Warne, Charles Holland.  
Warne, Harry Duke.  
Watson, Thomas.  
Webb, Tom Southey.  
Wheatly, Edward.  
White, Henry Arthur.  
White, William Henry.  
Wilkes, John James.  
Williams, Robert Jones.  
Wills, John, jun.  
Woods, William Henry.  
Woodforde, Randolph.  
Woodhouse, James Thomas.  
Wright, George Kyme.

## EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

*Michaelmas Term, 1873.*

## FINAL EXAMINATION.

At the Examination of Candidates for Admission on the Roll of Attorneys and Solicitors of the Superior Courts, the Examiners recommended the following gentlemen, under the age of 26, as being entitled to Honorary Distinction:—

Edwin Murcott, who served his Clerkship to Mr. George Castell Greenway, of Warwick, and Messrs. Robinson & Preston, of London.

John Locke Jeans, who served his Clerkship to Messrs. Bourne & Rhodes, of Alford, and Messrs. Scott & Co., of Lincoln's Inn Fields, London.

Henry Joseph Smith, who served his Clerkship to Mr. William Frederick Baker, of London.

Jesse Thomas Davies, who served his Clerkship to Mr. Thomas Davies and Mr. John Paul Poncione, the Younger, of London.

George Hime, who served his Clerkship to Messrs. Anderson, Collins, & Robinson, of Liverpool, and Messrs. T. & T. Martin, of Liverpool.

George Barrow Cummings, who served his Clerkship to Messrs. Hore & Monkhouse, of Liverpool, and Messrs. Milne, Riddle, & Mellor, of London.

The Council of the Incorporated Law Society have accordingly awarded the following Prizes of Books:—

To Mr. Murcott, the Prize of the Honourable Society of Clifford's Inn.

To Mr. Jeans, the Prize of the Honourable Society of Clement's Inn.

To Mr. Smith, Mr. Davies, Mr. Hime, and Mr. Cummins, Prizes of the Incorporated Law Society.

The Examiners have also certified that the following Candidates, under the age of 26, whose names are placed in alphabetical order, passed Examinations which entitle them to commendation:

John Edward Booth, who served his Clerkship to Messrs. Teale & Appleton, of Leeds.

Thomas Dent Gardner, who served his Clerkship to Messrs. Jones, Roberts, & Hale, of London.

George Henry Hankinson, who served his Clerkship to Messrs. Cooper & Sons, of Manchester.

Thomas Noon Talfourd Strick, who served his Clerkship to Messrs. Strick & Bellingham, of Swansea, and Messrs. Tamplin, Tayler, & Joseph, of London.

Alfred Bishop Wallingford, who served his Clerkship to Messrs. Wallingford & Day, of St. Ives, Hunts, and Messrs. Neal & Philpot, of London.

George Kyme Wright, who served his Clerkship to Messrs. Staniland & Wigelsworth, of Boston, and Messrs. Johnston & Jackson, of London.

The Council have accordingly awarded them Certificates of Merit.

The number of Candidates examined in this Term was 166; of these, 157 passed, and 9 were postponed.

## COURT PAPERS.

## HIGH COURT OF CHANCERY.

*Hilary Term, 1874.*

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	LORD CHANCELLOR.	MASTER OF THE ROLLS.	LORDS JUSTICES.	V. C. MALINS.	V. C. BACON.	V. C. HALL.	CERTIFICATES OF SALE AND TRANSFER.
<b>3RD. WEEK.</b>							
Wednesday, Jan 7	Mr. Milne	Mr. Rogers	Mr. Ward	Mr. Latham	Mr. Colville	Mr. Holdship	Mr. Farrer
Thursday ... 8	Disraeli	King	Teesdale	Leach	Merivale	Farrer	Ward
Friday ..... 9	Milne	Rogers	Ward	Latham	Colville	Holdship	Leach
Saturday ..... 10	Disraeli	King	Teesdale	Leach	Merivale	Farrer	Colville
<b>4TH WEEK.</b>							
Monday, Jan. 12	King	Holdship	Leach	Colville	Disraeli	Ward	Rogers
Tuesday ..... 13	Rogers	Farrer	Latham	Merivale	Milne	Teesdale	Holdship
Wednesday... 14	King	Holdship	Leach	Colville	Disraeli	Ward	Teesdale
Thursday ... 15	Rogers	Farrer	Latham	Merivale	Milne	Teesdale	Leach
Friday ..... 16	King	Holdship	Leach	Colville	Disraeli	Ward	Merivale
Saturday ..... 17	Rogers	Farrer	Latham	Merivale	Milne	Teesdale	Disraeli
<b>5TH WEEK.</b>							
Monday, Jan. 19	Farrer	Ward	Merivale	Disraeli	King	Leach	Holdship
Tuesday ..... 20	Holdship	Teesdale	Colville	Milne	Rogers	Latham	Ward
Wednesday... 21	Farrer	Ward	Merivale	Disraeli	King	Leach	Latham
Thursday ... 22	Holdship	Teesdale	Colville	Milne	Rogers	Latham	Merivale
Friday ..... 23	Farrer	Ward	Merivale	Disraeli	King	Leach	Milne
Saturday ..... 24	Holdship	Teesdale	Colville	Milne	Rogers	Latham	King
<b>6TH WEEK.</b>							
Monday, Jan. 26	Teesdale	Leach	Milne	King	Holdship	Colville	Ward
Tuesday ..... 27	Ward	Latham	Disraeli	Rogers	Farrer	Merivale	Leach
Wednesday... 28	Teesdale	Leach	Milne	King	Holdship	Colville	Merivale
Thursday ... 29	Ward	Latham	Disraeli	Rogers	Farrer	Merivale	Milne
Friday ..... 30	Teesdale	Leach	Milne	King	Holdship	Colville	Rogers
Saturday ..... 31	Ward	Latham	Disraeli	Rogers	Farrer	Merivale	Holdship

## NOTICE.

During the Christmas Vacation:—All applications which are of an urgent nature are to be made to the Master of the Rolls.

The Master of the Rolls will, if required, sit at the Rolls House, on Wednesday, the 31st December, 1873, and Wednesday, the 7th January, 1874. Any person desirous of making any application on either of those days must give

notice at the Rolls House before four o'clock on the previous Monday.

In cases of great emergency applications to the Master of the Rolls may be sent by book-post, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and a copy of such indorsement on foolscap paper with an envelope addressed to the solicitor making the application, and an envelope addressed to the vacation registrar, and such other papers as may be thought necessary.

On applications for injunctions or writs of *ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed and office copies of the affidavits in support of the application.

The counsel's brief sent to the Master of the Rolls will, when any order is made thereon, be returned direct to the registrar, and a copy of the endorsement on counsel's brief of the order made will be sent by post to the solicitor making the application.

The address of the Master of the Rolls can be obtained at the Rolls House.

The chambers of the Master of the Rolls will be open on Wednesday, the 24th, and Tuesday and Wednesday, the 30th and 31st December, 1873; and Thursday, Friday and Tuesday, the 1st, 2nd and 6th January, 1874, from eleven to one o'clock.

Rolls, 16th December, 1873.

#### SITTINGS, HILARY TERM, 1874.

##### LORD CHANCELLOR.

Lincoln's Inn.  
Monday Jan. 12. Appeals.  
Tuesday...13. Appeals.  
Wednesday...14. App. mtns. & apps.  
Thursday...15. Appeals.  
Friday...16. Bkt. apps. petns. & apps.  
Monday...19. Appeals.  
Tuesday...20. Appeals.  
Wednesday...21. App. mtns. & apps.  
Thursday...22. Appeals.  
Friday...23. Bkt. apps. & apps.  
Monday...26. Appeals.  
Tuesday...27. App. mtns. & apps.  
Wednesday...28. App. mtns. & apps.  
Thursday...29. Appeals.  
Friday...30. Bkt. apps. petns. & apps.

NOTE.—During Term, except on Saturdays, the Lord Chancellor will usually sit in Full Court with the Lords Justices of the Court of Appeal.

##### LORDS JUSTICES.

Lincoln's Inn.  
Monday Jan. 12. Appeals.  
Tuesday...13. Appeals.  
Wednesday...14. App. mtns. & apps.  
Thursday...15. Appeals.  
Friday...16. Bkt. apps. & apps.  
Saturday...17. Petns. in luncacy & app. petns.  
Monday...18. Appeals.  
Tuesday...20. Apps. from the County Palatine of Lancaster, apps. from the Stannaries Ct. and apps.  
Wednesday...21. App. mtns. & apps.  
Thursday...22. Appeals.  
Friday...23. Bkt. apps. & apps.  
Saturday...24. Petns. in luncacy & app. petns.  
Monday...26. Appeals.  
Tuesday...27. Appeals.  
Wednesday...28. App. mtns. & apps.  
Thursday...29. Appeals.  
Friday...30. Bkt. apps. & apps.  
Saturday...31. Petns. in luncacy & app. petns.

NOTICE.—The days (if any) on which the Lords Justices shall be sitting with the Lord Chancellor in the Full Court of Appeal, or at the Judicial Committee of the Privy Council, are excepted.

##### MASTER OF THE ROLLS.

Chancery Lane.  
Monday Jan. 12. Motions, further cons. & gen. pa.  
Tuesday...13. General paper.  
Wednesday...14. General paper.  
Thursday...15. Mtns. & gen. pa.  
Friday...16. General paper.

Saturday...17. Petns. sht. caus. adj. sums. & gen. pa.  
Monday...19. Further cons. & gen. pa.  
Tuesday...20. General paper.  
Wednesday...21. General paper.  
Thursday...22. Mtns. & gen. pa.  
Friday...23. General paper.  
Saturday...24. Petns. sht. caus. adj. sums. & gen. pa.  
Monday...26. Further cons. & gen. pa.  
Tuesday...27. General paper.  
Wednesday...28. General paper.  
Thursday...29. Mtns. & gen. pa.  
Friday...30. General paper.  
Saturday...31. Petns. sht. caus. adj. sums. & gen. pa.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Office the day before the cause comes into the paper.

##### V. C. Sir RICHARD MALINS.

Lincoln's Inn.  
Monday Jan. 12. Motions, further cons. & gen. pa.  
Tuesday...13. General paper.  
Wednesday...14. General paper.  
Thursday...15. Mtns. & gen. pa.  
Friday...16. Petns. & Gen. Pa.  
Saturday...17. Sht. causes, adj. sums. & gen. pa.  
Monday...19. Further cons. & gen. pa.  
Tuesday...20. General paper.  
Wednesday...21. General paper.  
Thursday...22. Mtns. & gen. pa.  
Friday...23. Petns. & gen. pa.  
Saturday...24. Sht. causes, adj. sums. & gen. pa.  
Monday...26. County Ct. apps. further cons. & gen. pa.  
Tuesday...27. General paper.  
Wednesday...28. General paper.  
Thursday...29. Mtns. & gen. pa.  
Friday...30. Petns. & gen. pa.  
Saturday...31. Sht. causes, adj. sums. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day

before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Office the day before the cause comes into the paper.

##### V. C. Sir JAMES BACON.

Lincoln's Inn.

Monday Jan. 12. Mtns. & adj. sums.  
Tuesday...13. General paper.  
Wednesday...14. General paper.  
Thursday...15. Mtns. & adj. sums.  
Friday...16. General paper.  
Saturday...17. Petns. sht. caus. & gen. pa.  
Monday...19. In Bankruptcy.  
Tuesday...20. General paper.  
Wednesday...21. General paper.  
Thursday...22. Mtns. & adj. sums.  
Friday...23. General paper.  
Saturday...24. Petns. sht. caus. & gen. pa.  
Monday...26. In Bankruptcy.  
Tuesday...27. General paper.  
Wednesday...28. General paper.  
Thursday...29. Mtns. & adj. sums.  
Friday...30. General paper.  
Saturday...31. Petns. sht. caus. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Office the day before the cause comes into the paper.

##### V. C. Sir CHARLES HALL.

Lincoln's Inn.

Monday Jan. 12. Mtns. & gen. pa.  
Tuesday...13. General paper.  
Wednesday...14. General paper.  
Thursday...15. Mtns. adj. sums. & gen. pa.  
Friday...16. Petns. adj. sums. & gen. paper.  
Saturday...17. Sht. caus. adj. sums. & gen. pa.  
Monday...19. General paper.  
Tuesday...20. General paper.  
Wednesday...21. Mtns. adj. sums. & gen. paper.  
Thursday...22. Petns. adj. sums. & gen. paper.  
Friday...23. Sht. caus. adj. sums. & gen. pa.  
Saturday...24. General paper.  
Monday...26. General paper.  
Tuesday...27. General paper.  
Wednesday...28. Mtns. adj. sums. & gen. paper.  
Thursday...29. Petns. adj. sums. & gen. pa.  
Friday...30. Sht. caus. adj. sums. & gen. pa.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Office the day before the cause comes into the paper.  
No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

#### PUBLIC COMPANIES.

##### GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 24, 1873.

3 per Cent. Consols. 92 1/2 x d  
Ditto for Account, 92 1/2 x d  
5 per Cent. Reduced 91 1/2  
New 3 per Cent. 91 1/2  
Do. 3 1/2 per Cent., Jan. '74  
Do. 2 1/2 per Cent., Jan. '74  
Do. 5 per Cent., Jan. '73  
Annuities, Jan. '80 —  
Annuities, April, '85 9 1/2  
Do. (Red Sea T.) Aug. 1908  
Ex Bills, £1000, 23 per Ct. 6 dis  
Ditto, £500, 6 dis  
Ditto, £100 & £500, 6 dis  
Bank of England Stock, 3 per Ct. (last half-year) 253  
Ditto for Account.

##### INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 205  
Ditto for Account, —  
Ditto 5 per Cent., July, '86 106 1/2 x d  
Ditto for Account, —  
Ditto 4 per Cent., Oct. '85 101 1/2  
Ditto, ditto, Certificates, —  
Ditto Encased Fpr., 1 per Cent. 94  
Ind. Inf. Fr., 5 p Ct., Jan. '73  
Ditto, 5 p Ct. Cent., May, '79 100  
Ditto Debentures, per Cent., April, '84  
Do. Do, 5 per Cent., Aug. '73 100  
Do. Bonds, 4 per Ct., £1000  
Ditto, ditto, under £1000

##### RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter .....	100	120
Stock Caledonian .....	100	109 1/2
Stock Glasgow and South-Western .....	100	120
Stock Great Eastern Ordinary Stock .....	100	50
Stock Great Northern .....	100	140 1/2
Stock Do., A Stock .....	100	169
Stock Great Southern and Western of Ireland .....	100	114
Stock Great Western—Original .....	100	125 1/2
Stock Lancashire and Yorkshire .....	100	145
Stock London, Brighton, and South Coast .....	100	89 1/2
Stock London, Chatham, and Dover .....	100	25 1/2
Stock London and North-Western .....	100	109 1/2
Stock London and South-Western .....	100	80
Stock Manchester, Sheffield, and Lincoln .....	100	67 1/2
Stock Metropolitan .....	100	39 1/2
Stock Do., District .....	100	149
Stock Midland .....	100	80
Stock North British .....	100	176 1/2
Stock North Eastern .....	100	117
Stock North London .....	100	67
Stock North Staffordshire .....	100	69
Stock South Devon .....	100	110 1/2
Stock South-Eastern .....	100	110 1/2

\* A receives no dividend until 6 per cent. has been paid to B.

##### MONEY MARKET AND CITY INTELLIGENCE.

At the commencement of the week and the close of last week the stock markets generally were firm. The railway market was animated, and Caledonian and North British

were in demand both on Monday and Tuesday. The former is stated to have risen 3 per cent. in the interval from Saturday to Tuesday. In foreign securities there was little change to record.

## BIRTHS AND DEATHS.

### BIRTHS.

**HADLEY**—On Dec. 21, the wife of Edward A. Hadley, Esq., of Lincoln's-inn, and 31, Pembroke-road, Kensington, of a son.

**MILLAR**—On Dec. 21, at 59, Kensington-gardens-square, the wife of Frederick Charles James Millar, of the Inner Temple, barrister-at-law, of a son.

**WOODARD**—On Dec. 13, at Manchester, the wife of Mortimer Neville Woodard, barrister-at-law, of a son.

### DEATHS.

**GOREN**—On Dec. 19, the wife of James Goren, Esq., of South Molton-street, Hanover-square, solicitor.

**ROBERTS**—On Dec. 17, at Lawnstone house, Coleford, Gloucestershire, in her 81st year, Mary Anne, wife of William Roberts, Esq., solicitor, Coleford.

## LONDON GAZETTES.

FRIDAY, Dec. 19, 1873.

### UNLIMITED IN CHANCERY.

**Herefordshire Banking Company**.—Final notice to creditors.—Application will be made on Friday, Jan 23 at 12, to the M.R., for an order to dissolve the above company. All persons having any claim are to send full particulars of the same to Mr. William Turquand, of 16, Tokenhouse yard, on or before Jan 13. Cooke, Serjeant's-inn, Chancery lane, Agent for Llanwrnne, Hereford, solicitor for the official liquidator.

**Royal Victoria Palace Theatre Syndicate**.—By an order made by V.C. Bacon, dated Dec 9, it was ordered that the above syndicate be wound up. Bolton, Elm st, Temple, solicitor for the petitioners.

### LIMITED IN CHANCERY.

**Leeds Royal Park Estates, Building and Investment Company, Limited**.—The M.R. has fixed Monday, Dec 22 at 12, at his chambers, for the appointment of an official liquidator.

### COUNTY PALATINE OF LANCASTER.

**Bold street Household Stores, Limited**.—The Vice Chancellor has by an order, dated Dec 9, appointed Thomas Hayes Sheen, 30, North John st, Liverpool, to be the official liquidator.

### Friendly Societies Dissolved.

FRIDAY, Dec. 19, 1873.

**Nayland Mutual Benefit Friendly Society, National Schoolroom, Nayland, Suffolk.** Dec 10

**Royal Alexandra Friendly Society, Almond st, Liverpool.** Dec 13

**Talk-o'-th'-Hill Friendly Society, Swan inn, Talk-o'-th'-Hill, Stafford.** Dec 12

### Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 16, 1873.

**Bolton, Thomas John, Gough st, Clerkenwell, Contractor.** Jan 12. Bolton v Bolton, V.C. Malins. Edwards, Old Jewry

**Chiswick Manor, Turnum Green Common Rights.** Jan 27. In the matter of the compensation paid by the London and South Western Railway Company, V.C. Hall

**French, Right Hon. Fitzstephen, Warwick square, Piccadilly, M.R.** Jan 31. Lambert v Bridges, V.C. Malins. Fetch, John st, Bedford row

**Hay, John, Old Oak Farm, Shephard's Bush, Gent.** Jan 19. Withall v Hay, M.R. Compton, Great George st, Westminster

**Maise, Frederick, York, Land Surveyor.** Jan 1. Watson v Watson, M.R. Watson, York

**Muter, Robert, Isle of Man, Merchant.** Jan 9. Muter v Muter, V.C. Malins. Johnson, Austin Friars

**Poore, John Charles Montagu, Bloomfield rd, Malda hill, Esq.** Jan 19. Wall v Poore, M.R. Woodroffe, New square, Lincoln's inn

**Price, James, Great Queen st, Lincoln's inn fields, Draper.** Jan 6. Clegg v Taylor, V.C. Hall. Taylor, Farnival's inn, Holborn

**Sandford, Henry, Cheshire, Yeoman.** Jan 3. Sandford v Sandford. Registrar, Preston District

**Wyatt, Henry Benjamin, Hyde, Isle of Wight, Captain, R.N.** Jan 14. Wyatt v Harris, M.R. Redpath, Bush lane, Cannon st

### Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

TUESDAY, Dec. 16, 1873.

**Asbury, Thomas, Stoke-upon-Trent, Stafford, Brick and Tile Manufacturer.** Jan 24. Hand and Co

**Attwood, Thomas, Stockbridge, Southampton, Gent.** March 1. Stead and Co, Romsey

**Bassitt, John, Willoughby, Lincoln, Farmer.** Jan 22. Bassitt, Wainfleet

**Barnard, James, Radnor st, St. Luke's, Agent.** Feb 10. Barnard, White Lion st, Norton Folgate

**Brown, Henry, Liverpool, Ale and Porter Merchant.** Feb 10. Houghton, Liverpool

**Bunting, John, Swan st, Minorca, Gent.** Jan 13. Glynes and Son, Londenahall st

**Catt, Elijah, Woodbridge, Suffolk, Dairyman.** Jan 30. Welton, Wood-bridge

**Docwra, William, Stanford Rivers, Essex, Farmer.** Jan 18. Pope, Colchester

**Hall, Rebecca, Goverton, Nottingham.** Jan 31. Parsons and Son, Nottingham

**Heaps, William, Liverpool, Flatman.** Feb 14. Pierce and Randle, Liverpool

**Hopkinson, Ellen, Western Bank, Ashover, Derby.** March 2. Gratton, Chesterfield

**Horton, John, otherwise William Morgan, Gunner, Royal Artillery.** May 1. Seaman, Wednesbury

**Humphreys, John, Walthamstow, Essex, Gent.** Jan 10. Rignall, Enfield

**Juckes, Charles, Coxford Grange, near Sh'nal, Salop, Surgeon.** Jan 15. Earle & Co, Manchester

**McConnel, Thomas Houldsworth, Manchester, Merchant.** Jan 31. Earle and Co, Manchester

**Mercer, Rev William, Sheffield.** Jan 29. Burdekin and Co, Sheffield

**Mesham, Margaret Elizabeth Pontruff'd Hall, Flint.** March 1. Sladen and Mackenzie, Delahay st, Westminster

**Moore, John, Carisbrooke, Isle of Wight, Gent.** Feb 1. Mew, Newport

**Muggeridge, Thomas, Green st green, Kent, Farmer.** Jan 15. Russell and Co, Dartford

**Pattinson, John, Bowness, Cumberland, Farmer.** Feb 3. Carrick, Wigton

**Righton, John Hayman, Cardiff, Professor of Music.** Jan 27. Reece, Cardiff

**Simpson, Jonathan, York, Builder.** Feb 2. Calvert, York

**Small, Stephen Thomas, Concordia Ranch, Texas, United States, Gent.** Jan 31. Truman, Nottingham

**Starling, Jonathan, Enfield, Market Gardener.** Jan 30. Rignall, Enfield

**Steele, John, Emsworth, Hants, Esq.** Feb 16. Rivington and Son, Fenchurch buildings

**Tupper, Martin de Haviland, Church st, Stoke Newington, Gent.** Jan 25. Blewitt, New Broad st

**Wake, George, Medstead, Hants, Yeoman.** Jan 24. Adams and Moberly

**Waller, John, Whitechapel rd, Licensed Victualler.** Jan. Tanqueray and Co, New Broad st

**Watson, William, Calow, Derby.** March 2. Gratton, Chesterfield

**White, William Savage, Bangor, Carnarvon.** Feb 6. Foulkes, Bangor

**Wilson, Maria, Clarence place, Upper Teddington, Widow.** Jan 30. Weymouth, Essex st, Strand

**Wrigley, Margaret, Liverpool, Widow.** Jan 24. Wright and Co, Liverpool

FRIDAY, Dec. 19, 1873.

**Alkin, Ann, Atherstone, Warwick.** Feb 10. Radford and Son, Atherstone

**Bassitt, John, Willoughby, Lincoln, Farmer.** Jan 22. Bassitt, Wainfleet

**Bickley, Esch, Bloxwich, Stafford, Carpenter.** Feb 14. Cottrell and O'Brien, Walsall

**Brownrigg, Sir Henry John, K.C.B., Talbot square, Hyde Park.** Jan 31. Bailey, Tokenhouse yard

**Butler, Robert Jackson, Woodside, Hertford, Esq.** Jan 31. Silla, Old Broad st

**De la Warr, Major General Right Hon. Charles Richard, Earl.** Buckhurst Park, Sussex. Jan 18. Cope, Great George st, Westminster

**Gilburd, Charles, Horsham, Sussex, Tailor.** Jan 30. Bedford and Co, Horsham

**Gosley, John, Brixton rd, Gent.** Feb 1. Withall and Compton, Great George st, Westminster

**Goodwin, Harford John, Marlborough place, Harrow rd, Esq.** March 1. Bircham, and Co, Parliament st, Westminster

**Green, David Barling, Reigate, Surrey, Gent.** Jan 1. Hart and Co, Dorking

**Hicks, David, Tremanhire, Pembroke, Gent.** Jan 30. Davis and Co., Haverfordwest

**Holm, James Mitchell, Southampton, Hants, Engineer.** Jan 31. Holm, Broad st, Peury

**Kelley, William, jun, Wanstead, Essex.** Dec 31. Stoneham, and Legge, Philpot lane

**Lucas, Ralph, Seaton Carew, Durham.** Jan 31. Stover, West Hartlepool

**Prebble, Christopher, Queen's rd, Peckham, Gent.** Feb 2. Mason, Newgate st

**Reed, James Leech, Newcastle-upon-Tyne, Cheesemonger.** Jan 31. Chartres and Yoall, Newcastle-upon-Tyne

**Ridson, John, Great Farndon, Essex, Esq.** Feb 20. Dixon, John st, Bedford row

**Scotcher, Charles, Brecknock rd.** Feb 16. Ivimey, Staple inn, Holborn

**Smiler, Elvina (known as Mrs. Bedochi), Duncan terrace, Islington.** Feb 13. Davies and Williams, Abchurch House, Sherborne lane

**Walker, Canon, Scarborough, York.** Jan 31. Woodall and Woodall, Scarborough

**Webb, Colonel Edward Arthur Henry, Bath.** Feb 8. Gibbs, Bath

**Wells, Richard, Alrmy, York, Merchant.** Jan 17. Wells and Gething, Hull

**Wren, Esther, Whitehall terrace, Tottenham, Housekeeper.** Jan 19. Cobham and Hunt, Ware

**Zillwood, Richard Naun, Romsey, Southampton, Miller.** March 1. Stead & Co, Romsey

### Bankrupts.

FRIDAY, Dec. 19, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

**Benjamin, Philip, Great Dover st, Borough.** Feb Dec 17. Spring-Rice, Jan 8 at 12

**Bull, Henry, Aldridge rd Villa, Westbourne park, Solicitor's Clerk.** Feb Dec 10. Murray, Jan 13 at 12



Drew, Old Broad st, Merchant. Pet Dec 16. Brougham. Jan 9 at 2  
 Taylor, John, St Andrew's hill, Doctor's Commons, Victualler. Pet Dec 15. Brougham. Jan 9 at 1

#### To Surrender in the Country.

Bolton, George Edward, Cainsall, Salop, Farmer. Pet Dec 16. Robinson. Leominster, Jan 6 at 3.15  
 Borchby, John Wright, Peterborough, Auctioneer. Pet Dec 17. Gables. Peterborough, Jan 3 at 11  
 Carrels, Edward, Chelworth Hall, Lavenham, Suffolk, Gent. Pet Dec 13. Barnes. Colchester, Jan 3 at 12  
 Jealous, John Thomas, Whaplode Drive, Lincoln, Grocer. Pet Dec 17. Partridge. King's Lynn, Dec 30 at 11  
 Neale, Maude, Margate, Kent. Pet Dec 17. Callaway. Canterbury, Dec 31 at 2.30  
 Terrell, John, Wauntreoda Farm, near Cardiff, Farmer. Pet Dec 17. Langley. Cardiff, Jan 15 at 11

#### BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 19, 1873.

Bowers, James, Windermere rd, Upper Holloway, out of business. Dec 5  
 Riddiford, William Walter Hatch, Warwick cottages, Plumstead Common, Timekeeper. Dec 16

#### Liquidation by Arrangement.

#### FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 19, 1873.

Alcock, Lucy, Temple Gilding, Gloucester, Farmer. Jan 5 at 3 at offices of Marshall, Essex place, Rodney terrace, Cheltenham  
 Archer, David, Walsall, Stafford, Buckle Manufacturer. Jan 1 at 11 at offices of Stanley, Bridge st, Walsall  
 Ashton, Charles, Royal hill, Greenwich, Hatter. Dec 27 at 12 at the Chamber of Commerce, Chapsade  
 Ashworth, John, and Richard Halstead, Atherton Holme, Lancashire, Builders. Dec 30 at 2.30 at the Wheat Sheaf Inn, Fennel st, Manchester. Hall and Baldwin, Clitheroe  
 Baker, Thomas, Nottingham, Silk Agent. Dec 31 at 12 at offices of Richards. Weekday cross, Nottingham  
 Barnard, William Henry, Gloucester, Tobacconist. Jan 2 at 11 at office of Jaynes, Queen st, Gloucester  
 Bartlett, John, and William Bartlett, Wroughton, Somerset, Wholesale Boot Manufacturers. Dec 31 at 12 at offices of Barnard and Co, Albion chambers, Bristol. Perham  
 Batcelor, William, Southborough, Kent, Bootmaker. Jan 9 at 10 at offices of Arnold, Tunbridge Wells  
 Berry, James, Liverpool, Printer. Jan 6 at 3 at offices of Nordon, Cook st, Liverpool  
 Best, William, New Grimesthorpe, near Sheffield, out of business. Jan 7 at 2 at offices of Roberts, Queen st, Sheffield  
 Blackland, James, Milton-next-Sittingbourne, Kent, Farmer. Jan 1 at 2 at the Bull Hotel, High st, Sittingbourne. Furley, Canterbury  
 Boyes, Henry, St Just, Cornwall, Grocer. Jan 1 at 11 at offices of Trythall, Clarence st, Farncombe  
 Brashaw, Charles Ebenezer, Sheffield, Draper. Jan 6 at 1 at office of Roberts, Queen st, Sheffield  
 Bremner, George William, Mansion House buildings, Queen Victoria st, Commission Merchant. Jan 13 at 2 at the Inns of Court Hotel, High Holborn. Randall and Angier, Gray's inn place  
 Brown, David, Mountain Ash, Glamorgan, Labourer. Jan 2 at 1 at offices of Beddoe, Canon st, Aberdare  
 Brown, John Barnes, Manningham, York, Commercial Traveller. Jan 7 at 3 at office of Hutchinson, Piccadilly, Bradford  
 Butler, Henry, Brighton, Sussex, Lodging house Keeper, Jan 1 at 3 at offices of Goodman, Prince Albert st, Brighton  
 Bullock, William Henry, Doncaster, York, Tailor. Dec 31 at 12 at office of Shriley and Atkinson, St George gate, Doncaster  
 Coates, Frederic George, John Sharp, and Thomas Granger, Bristol, Warehouseman. Jan 2 at 12 at the Queen's Hotel, Manchester  
 Cockburn, Charles, sen, Chatham, Kent, Draper. Jan 7 at 2 at offices of Ladbury and Co, Cheapside. Clapham and Fitch, Bishopsgate st Without  
 Cooper, Henry Clinton, Upper St Martin's lane, Auctioneer. Dec 26 at 10 at Hazel's Hotel, Strand  
 Crosswell, Frederic, and Arthur Brockopp, Park st, Southwark, Chessmenongers. Jan 1 at 2 at offices of Linklater and Co, Walbrook  
 Cryder, William Wetmore, Gresham House, Dealer in Shares. Jan 12 at 2 at offices of Clements, Gresham House, Old Broad st  
 Davis, Samuel, Alcester, Warwick, Victualler. Jan 1 at 12 at offices of Jones, Alcester  
 Davies, George, Hawthorn, Durham, Shoemaker. Jan 3 at 3 at offices of Bell, Lambton st, Sunderland  
 Dean, George, Manchester, Boot Dealer. Jan 7 at 3 at offices of Addison and Warburton, King st, Manchester  
 Dyson, James, William Dyson, and Abraham Dyson, Halifax, York, Cotton Doublers. Dec 31 at 2 at offices of Leeming, George st, Halifax  
 Edmonds, James, Nottingham, Coal Merchant. Dec 30 at 12 at the Assembly Rooms, Low pavement, Nottingham. Everall and Turner  
 Ellis, Henry James, Bury St Edmund's, Suffolk, General shop Keeper. Dec 31 at 10 at the Angel Hotel, Bury St Edmunds. Walpole, Bury St Edmunds  
 Fowler, Philip Henry, Bacup, Lancashire, Chemist. Jan 6 at 3 at the Dog and Partridge Hotel, Manchester. Sykes  
 Fudge, James, Taunton, Somerset, Innkeeper. Jan 2 at 12 at office of Trenchard and Blake, Registry place, Taunton  
 Goldsmith, George, St Leonards, Sussex, Carpenter. Jan 5 at 2 at offices of Cogswell, Gracechurch st. Hicks, Anula rd, South Hackney  
 Goodhall, John, Newport, Isle of Wight, Wine Merchant. Jan 5 at 11 at offices of Hooper, High st, Newport  
 Gosbell, Henry, Tabernacle row, City rd, Wholesale Stationer. Jan 5 at 11 at offices of Perry, Guildhall chambers, Basinghall st  
 Green, Joseph, Great Yarmouth, Norfolk, Grocer. Jan 6 at 12 at office of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth  
 Hall, Thomas, Shipley, near Leeds, Worsted Spinner. Jan 9 at 11 at offices of Gardiner, Bond st, Bradford

Harle, George, John, Whitley, Northumberland, Engineer. Dec 30 at 11 at offices of Biddell and Son, Gray st, Newcastle-upon-Tyne. Tompason, Newcastle-upon-Tyne  
 Harrison, Charles, Farndon, Cheshire, Grocer. Jan 2 at 3 at offices of Bridgman and Co, Westminster buildings, Newgate st, Chester  
 Hauberg, Henry William, (and not Hanberg, as erroneously printed in Gazette of Dec. 16) Vincent Wharf, Dod st, Tin Merchant. Dec 30 at 2 at offices of Leary and Leary, South st, Finsbury  
 Heaselden, John, Manchester, Grocer. Jan 10 at 3 at the York Hotel, Great Ducie st, Strangeways, Manchester. Ward  
 Holden, William, John, Abercrombie, Glamorgan, Licensed Victualler. Dec 30 at 3 at offices of Tennant, Abercrombie  
 Holmes, William Henry, Tottenham green, out of business. Jan 3 at 12 at office of Knox, Newgate  
 Howarth, James, Littleborough, near Manchester, Flock Dealer. Jan 3 at 3 at the Spread Eagle Inn, Cheetham st, Rochdale. Standing, Rochdale  
 Hughes, John, Liverpool, Artist. Jan 5 at 2 at the Clarendon Rooms, South John st, Liverpool. Williams, Liverpool  
 Hunt, John, Ipswich, Suffolk, Draper. Dec 31 at 11 at offices of Watts, Butter market, Ipswich  
 Jarvis, Daniel Kent, Princess st, Oil and Colour Man. Dec 29 at 10 at offices of Twaite, Basinghall st. Fulcher  
 Jones, David, and Richard Henry Lewellin Roberts, Birmingham, Iron Plate Workers. Jan 9 at 3 at offices of Rowlands and Co, Colmore row, Birmingham  
 Joy, William, Oldland common, Gloucester, Hatter. Dec 31 at 11 at offices of Atchley, Clare st, Bristol  
 Knowles, Edward, Stockport, Cheshire, Draper. Dec 30 at 11 at offices of Burkinshaw, Warren st, Stockport  
 Lamb, Louis Hornts, and Casper Davis, Birmingham, Tobacconists. Jan 1 at 3 at offices of Maher and Ponsie, Upper Temple st, Birmingham  
 Lewis, Thomas, Oswestry, Salop, Grocer. Jan 2 at 11 at the Osburns Hotel, Bailey st, Oswestry. Jones, Oswestry  
 Manley, William, Uphill, Somerset, Innkeeper. Jan 8 at 12 at the Saracen's Head Inn, Temple st, Bristol. Jones, Weston-super-Mare  
 Mann, Martin, Tufnell Park rd, Clerks. Dec 29 at 3 at offices of Holmes, Eastcheap  
 Markland, Edwin, Kelvedon, Essex, Chemist. Jan 8 at 1 at offices of Smith, Debnigh st, Pimlico  
 Mason, Frederick, Birmingham, Retail Brewer. Dec 29 at 10 at offices of East, Colmore row, Birmingham  
 Odey, Thomas, Elizabeth st, Pimlico, Cab Proprietor. Dec 31 at 3 at offices of Wilding, Titchborne st, Edgeware rd  
 Owens, William, Pontprenllywd, Brecknock, Grocer. Dec 31 at 1 at offices of Beddoe, Aberdare  
 Patch, Thomas, Bradford Abbas, Dorset, Miller. Jan 2 at 2 at offices of Watts, Yeovil  
 Potts, John Gregory, Witham, Essex, Innkeeper. Jan 8 at 2 at the Fleece Inn, Colchester. Digby and Son, Maldon  
 Quinn, Joseph, Liverpool, Egg Dealer. Jan 7 at 3 at offices of Daxiw, Castle st, Liverpool  
 Rishworth, Jeremiah Phillips, Bradford, York, Linen Draper. Jan 5 at 3 at offices of Hutchinson, Piccadilly, Bradford  
 Roberts, Robert, Penmansmawr, Carnarvon, Builder. Jan 2 at 3 at the British Hotel, Bangor. Williams, Rhyl  
 Rudlen, Henry, Rayleigh, Essex, Grocer. Jan 10 at 12 at the Crown Inn, Rayleigh. Digby and Son, Maldon  
 Sawyer, William Spencer, Manchester, Merchant. Jan 5 at 3 at offices of Atkinson and Co, Marsden st, Manchester  
 Simpson, Henry, Widnes, Lancashire, Tailor. Jan 5 at 3 at offices of Nordon, Cook st, Liverpool  
 Smith, George, and David Smith, Galsely, York, Cloth Manufacturers. Dec 31 at 2 at offices of Carr, Albion st, Leeds  
 Stanton, Samuel Lear, Moxley, Wednesbury, Stafford, Grocer. Jan 1 at 11 at offices of Smith, Walsall rd, Wednesbury  
 Strange, Robert, New North rd, Grocer. Jan 2 at 2 at offices of Inall and Betts, Eastcheap. Carter and Bell, Leadenhall st  
 Sunderland, Thomas, Smallheath, near Birmingham, Machinist. Dec 30 at 3 at offices of Perry, Bennett's hill, Birmingham  
 Timmerley, Thomas, Earlsfort, Lancashire, Grocer. Dec 30 at 11 at offices of Ridgway, Calro st, Warrington  
 Tonge, Mary, Samuel Bardsley Tonge, and Joshua William Tonge, Stalybridge, Cheshire, Grocers. Jan 7 at 11 at the Clarence Hotel, Spring gardens, Manchester. Buckley, Stalybridge  
 Tyrer, Thomas Savage, jun, Liverpool, Commission Agent. Dec 31 at 12 at offices of Fowler and Carruthers, Clayton square, Liverpool  
 Wallis, George, Dunstable, Bedford, out of business. Jan 1 at 3 at the Railway Inn, Dunstable. Burr, St Mary's square, Paddington  
 Walmsley, David, Preston, Lancashire, Livery stable Keeper. Jan 6 at 4 at offices of Buck and Dickson, Wreckley st, Preston  
 Warburton, John, Southport, Lancashire, Decorator. Jan 5 at 3 at offices of Simpson, Kennedy st, Manchester  
 Watkinson, Alfred, Forest of Pendle, Lancashire, Oil Merchant. Jan 1 at 3 at offices of Hartley, Nicholas st, Burnley  
 Weeks, Alfred, Langley place, Commercial rd East, Boot and Shoe Manufacturer. Jan 6 at 2 at offices of Tilley and Liggins, Finsbury place South  
 White, Samuel Thomas, Clement Gardiner, and Edmund Gardiner, Bristol, Produce Brokers. Jan 1 at 12 at offices of Barnard and Co, Albion chambers, Small st, Bristol. Beckingham, Bristol  
 Willis, William, Seaham Harbour, Durham, Grocer. Dec 30 at 4 at offices of Wright, John st, Sunderland

**FUNERAL REFORM.**—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other countries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 1, Lancaster-place, Strand, W.C.

